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Attorneys for Plaintiffs Jennifer Zuniga and Antonio Tapia,
individually, and on behalf of all others similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA

JENNIFER ZUNIGA and ANTONIO
TAPIA, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

MOTAUR EXPRESS; AMAZON
LOGISTICS, INC.; and DOES 1 through
20, inclusive,

Defendants.

Case No. 24CV06597

**COMPLAINT FOR VIOLATION OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
(CAL. LAB. CODE §§ 2698, *ET SEQ.*)**

1 Plaintiffs Jennifer Zuniga and Antonio Tapia, individually, and on behalf of other
2 aggrieved employees, alleges as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiffs Jennifer Zuniga and Antonio Tapia (“Plaintiffs”) bring this
5 representative action against defendants Motaur Express; Amazon Logistics, Inc.; and DOES 1
6 through 20, inclusive (collectively, “Defendants”), on behalf of themselves, individually, and
7 on behalf other aggrieved employees who are and were employed by Defendants as non-
8 exempt employees throughout California.

9 2. Defendants provide services and goods throughout California.

10 3. Through this action, Plaintiffs allege that Defendants have engaged in a
11 systematic pattern of wage and hour violations under the California Labor Code and Industrial
12 Welfare Commission (“IWC”) Wage Orders, all of which contribute to Defendants’ deliberate
13 unfair competition.

14 4. Plaintiffs are informed and believe, and thereon allege, that Defendants have
15 increased their profits by violating state wage and hour laws by, among other things:

- 16 (a) failing to pay all wages (including minimum wages and overtime
17 wages);
18 (b) failing to provide lawful meal periods or compensation in lieu thereof;
19 (c) failing to authorize or permit lawful rest breaks or provide compensation
20 in lieu thereof;
21 (d) failing to reimburse necessary business-related costs;
22 (e) failing to provide accurate itemized wage statements;
23 (f) failing to pay all wages due upon separation of employment.

24 5. Plaintiffs seek monetary relief against Defendants on behalf of themselves and
25 all others aggrieved employees in California to recover, among other things, civil penalties
26 pursuant to Labor Code §§ 2698 *et seq.*, interest, attorneys’ fees, costs and expenses.

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1 13. Plaintiffs are informed and believe, and thereon allege, that DOES 1 through 20
2 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants
3 at all relevant times.

4 14. Plaintiffs are informed and believe, and thereon allege, that each defendant acted
5 in all respects pertinent to this action as the agent of the other defendant, carried out a joint
6 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant
7 are legally attributable to the other defendant. Furthermore, defendants in all respects acted as
8 the employer and/or joint employer of Plaintiffs and the aggrieved employees.

9 15. Plaintiffs are informed and believe, and thereon allege, that each and all of the
10 acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or
11 DOES 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on
12 the other's behalf. The acts of any and all Defendants were in accordance with, and represent,
13 the official policy of Defendants.

14 16. At all relevant times, Defendants, and each of them, acted within the scope of
15 such agency or employment, or ratified each and every act or omission complained of herein.
16 At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of
17 each and all the other Defendants in proximately causing the damages herein alleged.

18 17. Plaintiffs are informed and believe, and thereon allege, that each of said
19 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
20 omissions, occurrences, and transactions alleged herein.

21 **GENERAL ALLEGATIONS**

22 18. At all relevant times mentioned herein, Defendants employed Plaintiffs and
23 other California residents as non-exempt employees at Defendants' California business
24 location(s).

25 19. Defendant employed Plaintiffs as non-exempt employees at Defendants'
26 California business location.

27 20. Defendants continue to employ non-exempt employees within California.
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1 21. Plaintiffs are informed and believe, and thereon allege, that at all times herein
2 mentioned, Defendants were advised by skilled lawyers, employees, and other professionals
3 who were knowledgeable about California's wage and hour laws, employment and personnel
4 practices, and the requirements of California law.

5 22. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
6 should have known that Plaintiffs and other aggrieved employees were entitled to receive
7 wages for all time worked (including minimum, sick, vacation, and overtime wages) and that
8 they were not receiving all wages earned for work that was required to be performed. In
9 violation of the Labor Code and IWC Wage Orders, Plaintiffs and other aggrieved employees
10 were not paid all wages (including minimum wages and overtime wages) for all hours worked
11 and at the correct rate of pay.

12 23. Plaintiffs are informed and believe, and thereon allege, Defendants knew or
13 should have known that Plaintiffs and other aggrieved employees were entitled to receive all
14 required meal periods or payment of one (1) additional hour of pay at Plaintiff's and other
15 aggrieved employees' regular rate of pay when they did not receive a timely, uninterrupted
16 meal period. In violation of the Labor Code and IWC Wage Orders, Plaintiffs and other
17 aggrieved employees did not receive all meal periods or payment of one (1) additional hour of
18 pay at Plaintiff's and other aggrieved employees' regular rate of pay when they did not receive
19 a timely, uninterrupted meal period.

20 24. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
21 should have known that Plaintiffs and other aggrieved employees were entitled to receive all
22 rest breaks or payment of one (1) additional hour of pay at Plaintiff's and other aggrieved
23 employees' regular rate of pay when a rest break was missed. In violation of the Labor Code
24 and IWC Wage Orders, Plaintiffs and other aggrieved employees did not receive all rest breaks
25 or payment of one (1) additional hour of pay at Plaintiff's and other aggrieved employees'
26 regular rate of pay when a rest break was missed.

27 25. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
28 should have known that Plaintiffs and other aggrieved employees were entitled to

1 reimbursement and/or indemnification for all necessary business expenditures or losses as a
2 direct consequence of the discharge of their duties, or of their obedience to the directions of
3 Defendants. In violation of the Labor Code and IWC Wage Orders, Plaintiffs and other
4 aggrieved employees incurred necessary business expenses or losses, but were not reimbursed
5 nor indemnified of such expenses or losses that were incurred as a direct consequence of the
6 discharge of their duties, or of their obedience to the directions of Defendants.

7 26. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
8 should have known that Plaintiffs and other aggrieved employees were entitled to receive
9 itemized wage statements that accurately showed the following information pursuant to the
10 Labor Code: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of
11 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate
12 basis; (4) all deductions, provided that all deductions made on written orders of the employee
13 may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the
14 period for which the employee is paid; (7) the name of the employee and only the last four
15 digits of his or her social security number or an employee identification number other than a
16 social security number; (8) the name and address of the legal entity that is the employer; and
17 (9) all applicable hourly rates in effect during the pay period and the corresponding number of
18 hours worked at each hourly rate by the employee. In violation of the Labor Code, Plaintiffs
19 and other aggrieved employees were not provided with accurate itemized wage statements.

20 27. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
21 should have known that the aggrieved employees were entitled to timely payment of wages due
22 upon separation of employment. In violation of the Labor Code, the aggrieved employees did
23 not receive payment of all wages within permissible time periods.

24 28. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
25 should have known they had a duty to compensate Plaintiffs and other aggrieved employees,
26 and Defendants had the financial ability to pay such compensation but willfully, knowingly,
27 and intentionally failed to do so in order to increase Defendants' profits.

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1 29. Therefore, Plaintiffs bring this lawsuit seeking monetary and injunctive relief
2 against Defendants on behalf of themselves and all other aggrieved employees to recover,
3 among other things, civil penalties, attorneys' fees, costs, and expenses.

4 **FIRST CAUSE OF ACTION**

5 **ENFORCEMENT OF LABOR CODE §§ 2698 *ET SEQ.* ("PAGA")**

6 30. Plaintiffs re-allege and incorporate by reference the previous paragraphs as though
7 fully set forth herein.

8 31. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides
9 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
10 ("LWDA") or any of its departments, divisions, commissions, boards, agencies, or employees for
11 violation of the Labor Code may, as an alternative, be recovered through a civil action brought by
12 an aggrieved employee on behalf of himself or herself and other current or former employees
13 pursuant to the procedures specified in Labor Code § 2699.3.

14 32. For all provisions of the Labor Code except those for which a civil penalty is
15 specifically provided, Labor Code § 2699(f) imposes upon Defendants a civil penalty of one
16 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and
17 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent pay
18 period in which Defendants violated these provisions of the Labor Code.

19 33. Defendants' conduct violates numerous Labor Code sections, including, but not
20 limited to, the following:

21 (a) violation of Labor Code §§ 201, 202, 203, 204, 246, 510, 1194, 1194.2, 1197,
22 1197.1, and 1198 for failure to timely pay all earned wages at the correct rate of pay
23 (including minimum, sick, vacation, and overtime wages) to Plaintiffs and other
24 aggrieved employees during employment and upon separation of employment as herein
25 alleged;

26 (b) violation of Labor Code §§ 226.7 and 512 for failure to provide meal periods to
27 Plaintiffs and other aggrieved employees and failure to pay premium wages for non-
28 compliant meal periods as herein alleged;

1 (c) violation of Labor Code § 226.7 for failure to permit rest breaks to Plaintiffs and
2 other aggrieved employees and failure to pay premium wages for non-compliant rest
3 periods as herein alleged;

4 (d) violation of Labor Code §§ 226 and 226.3 for failure to provide accurate
5 itemized wage statements to Plaintiffs and other aggrieved employees as herein alleged;

6 (e) violation of Labor Code §§ 1174 and 1174.5 for failure to maintain accurate and
7 complete records showing, among other things, the hours worked daily and the wages
8 paid to Plaintiffs and aggrieved employees as herein alleged; and

9 (f) violation of Labor Code §§ 2800 and 2802 for failure to reimburse Plaintiffs and
10 other aggrieved employees of business expenses as herein alleged.

11 34. Plaintiffs are “aggrieved employees” because they were employed by the alleged
12 violator and had one or more of the violations committed against them, and therefore are properly
13 suited to represent the interests of all other aggrieved employees.

14 35. Plaintiffs have exhausted the procedural requirements under Labor Code § 2699.3
15 as to Defendants and are therefore able to pursue a claim for penalties on behalf of themselves
16 and all other aggrieved employees under PAGA.

17 36. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiffs are entitled to
18 recover civil penalties in addition to other remedies, for violation of the Labor Code sections
19 cited above.

20 37. For bringing this action, Plaintiffs are entitled to attorneys’ fees and costs incurred
21 herein.

22 **PRAYER FOR RELIEF**

23 Plaintiffs, on their own behalf and on behalf of all others similarly situated, pray for
24 relief and judgment against Defendants, jointly and severally, as follows:

25 1. For civil penalties against Defendants on behalf of all aggrieved employees and
26 the LWDA pursuant to Labor Code § 2698, *et seq.*;

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2. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted by law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code § 2698 *et seq.*; and;

3. For such other relief as the Court deems just and proper.

Dated: November 25, 2024

AEGIS LAW FIRM, PC

By: 

 Jessica L. Campbell
 Attorneys for Plaintiffs